

**Exhibit C**



HealthExtras, Inc.  
800 King Farm Boulevard  
Rockville, MD 20850  
Telephone: 301.548.2900  
Facsimile: 240.268.3120

May 29, 2007

Ms. Naeemah Ruffin, Vice President &  
General Manager of Card Services, CCSG  
American Express Travel Related Services Company, Inc.  
200 Vesey Street  
49<sup>th</sup> Floor  
New York, NY 10285

*Via Facsimile Transmission  
and Overnight Delivery*

Re: Accidental Disability Plan

Dear Naeemah:

HealthExtras has reviewed the May 14, 2007 letter from your representatives at Greenberg-Traurig setting forth the latest proposal by American Express ("Amex") to resolve the ongoing disagreement over Amex's claim that additional monies are owed to it beyond what is stated in the parties' June 23, 2006 Letter Agreement. Our interpretation of the most recent offer is that it merely replaces Amex's claim for additional compensation with a corresponding reduction in the payments due HealthExtras under the terms of the Letter Agreement. That proposal is not acceptable to HealthExtras.

This issue has now been lingering for nine months with Amex continuing to refer to its claim as a "specter of breach." Meanwhile, HealthExtras has continued to fully honor its obligations under the Letter Agreement. Due to the length of time this issue has remained open as well as the lack of any progress toward a resolution, please consider this letter to be notice to Amex that a dispute has arisen between the parties, and HealthExtras' is electing to invoke the executive negotiation process under the dispute resolution procedure called for under Section 20(e)(i) of the 1999 Marketing Agreement. I would ask that you get back to me at your earliest opportunity so that we can finalize the scheduling for the executive meeting within the twenty day period specified under the Marketing Agreement.

Yours sincerely,

David T. Blair  
Chief Executive Officer

cc: Joseph M. Mott, Deputy General Counsel